

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA**

**DOCKET NO.: 2022-57-T**

Docket No.: 2022-57-T, Application of All My Sons of Myrtle Beach, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity for Operation of Motor Vehicle Carrier

**REQUEST TO UTILIZE  
ELECTRONIC BILL OF  
LADING**

All My Sons of Myrtle Beach, LLC (“Applicant”) hereby requests that the Public Service Commission of South Carolina (“Commission”), pursuant to 10 S.C. Code Regs. §§ 103-158. **Issuance of Bill of Lading**; 103-159. **Contents of Bill of Lading**; and 103-823. **Applications**, and other applicable rules and regulations of the Commission permit Applicant to utilize an Electronic Bill of Lading. In support of this request, Applicant states as follows:

A. Bill of Lading

On May 3, 2022, Applicant filed in this proceeding the Bill of Lading that is attached as hereto as Exhibit No. 1.

B. Electronic Bill of Lading

1. Applicant’s proposed electronic Bill of Lading contains the same information as the proposed Bill of Lading designated as Exhibit No. 1.

2. The process to be used by Applicant is identical to the one described in the factual Letter/Memorandum dated July 7, 2020, signed by Jeff Wolf, Field Vice President, regarding All My Sons Moving & Storage of Charleston, LLC (approved Docket No. 2020-

211-T, Order No. 2010-610, September 16, 2020), which is attached hereto and made a part hereof as Exhibit No. 2. Applicant will retain a database of the electronic bills of lading at its office and maintain them for a minimum of three years as required by Regulation No. 103-158. This database and its printed contents will be available for review and inspection by the South Carolina Office of Regulatory Staff.

3. Each shipment by a household goods motor carrier must be accompanied by the bill of lading or some other procedure authorized by the Commission pursuant to Regulation No. 103-162. Applicant seeks approval to use an electronic bill of lading process described above as an “other procedure.”

### C. Conclusion

WHEREFORE, for the foregoing reasons, and for good cause shown, Applicant respectfully requests approval from the Commission to utilize an electronic bill of lading for its household goods moves in South Carolina.

Dated this 12<sup>th</sup> day of May, 2022.

May 12, 2022  
Charleston, SC

By /s David Popowski  
David Popowski, SC Bar #4511  
Popowski Law Firm, LLC  
171 Church Street, Suite 110  
P.O. Box 1064  
Charleston, SC 29402  
Phone: (843) 722-8301  
Facsimile: (843) 722-8309  
david@popowskilaw.com  
Attorney for Applicant All  
My Sons of Myrtle Beach, LLC

## **EXHIBIT 1**



ELECTRONICALLY FILED - 2022 May 13:33PM A/C SPS OD ok #12022227-5T - 1 Page 65 of 70

**SECTION 1:** The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

**SECTION 1:** The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

- SUBJECT,** in addition to the foregoing, the following limitations apply on the carrier's liability:

- (1) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article; or
- (2) Depreciated Replacement value of the lost or damaged item beyond repair provided that the shipper elects such valuation coverage and agrees to pay applicable rates or the option of satisfactory repairs.

**SECTION 2.** The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle, or mode other than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

(a) The shipper (individual or commercial) and consignor upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.

**SECTION 4.** If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and were held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

**SECTION 6.** As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with the carrier within thirty (30) days after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within thirty (30) days after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years of the date (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid. **SUBJECT TO APPLICABLE LAW, ANY CLAIM OR DISPUTE BETWEEN YOU AND ALL MY SONS OF MYRTLE BEACH, LLC (“CARRIER”) ARISING FROM OR IN CONNECTION WITH THE TRANSPORTATION OF YOUR GOODS (A “DISPUTE”) IN SOUTH CAROLINA INTRASTATE OR INTERSTATE, WHETHER UNDER STATE, OR LOCAL LAW, INCLUDING ANY VIOLATION OF ANY APPLICABLE LAW OR REGULATION, SHALL BE RESOLVED BY MANDATORY ARBITRATION IN HORRY COUNTY, SOUTH CAROLINA IN ACCORDANCE WITH SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., *UNIFORM ARBITRATION ACT*.**

## NOTICE

### LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE MADE FROM PRESS BOARD, PARTICLE BOARD, AND ENGINEERED WOOD

Furniture manufactured from pressboard, particleboard, and/or engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, irreparable damage. ***When a shipper elects to ship an article as defined herein, and notwithstanding the language contained in this Notice, in no case shall the liability of the carrier exceed \$.60 per pound per article or \$50.00 per article, whichever is greater.***

☐ **Option 1** I/we choose to disassemble and reassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage to the pressboard, particleboard, and/or engineered wood furniture, which may occur during the disassembly of the furniture.

☐ **Option 2** I/we have engaged the services of another individual or company to disassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage, which may occur to the pressboard, particleboard, and/or engineered wood during the disassembly of the unit(s).

☐ **Option 3** I/we am/are tendering furniture constructed of pressboard, particleboard, and/or engineered wood fully assembled as part of our move. I/we understand that any claim for damage to the pressboard, particleboard, and /or engineered wood furniture may be denied due to the inherent vice, based on the fact that fully assembled all pressboard, particleboard, and /or engineered wood furniture is inherently susceptible to damage as outlined above.

**SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, or 3.**

\_\_\_\_\_  
NAME OF SHIPPER, OWNER OR CONSIGNEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF SHIPPER, OWNER, OR CONSIGNEE

## **EXHIBIT 2**



July 7, 2020

Jocelyn G. Boyd  
Chief Clerk and Administrator  
Public Service Commission of South Carolina  
101 Executive Center Dr., Suite 100  
Columbia, SC 29210-8412

**RE: Petition for Approval of Use of an Electronic Bill of Lading – All My Sons Moving & Storage of Charleston, LLC – PSC/ORS Certificate No. 9792-B**

Dear Ms. Boyd:

Allow this letter to respectfully represent our factual memorandum to the South Carolina Public Service Commission in support of the Petitioner All My Sons Moving & Storage of Charleston, LLC ("AMS") to utilize an enhanced consumer protective electronic Bill of Lading process (*a digital process*). Attached as Exhibit A is a sample of the document. AMS has successfully implemented electronic Bill of Lading (BOL) and estimates in nearly all of the 30 states we currently operate in. We have seen an increase in not only the clarity of charges for the consumer, but enhanced tariff compliance, visibility, and record-keeping. We are following an already structured electronic document and signature process lead by the top tier customer-driven delivery and regulatory entities such as **FedEx, United Parcel Service (UPS), United States Postal Service (USPS),** and the **Federal Motor Carrier Safety Administration (FMCSA)** to name a few. By the end of 2020, our goal is to be 100% transitioned to this consumer-driven protective process. This technology has been designed to meet the existing regulatory requirements assuring compliance with rates and filed tariff requirements programmed into each required field. The digital product duplicates all core functions of the existing paper document with an extra layer of compliance and consumer protection that does not exist with the paper process. We are excited to share this process below with the Commission and look forward to the benefits it brings to all parties involved.

**A. Digital BOL Process Overview**

Each electronic BOL will require the consumer's initials and/or signature at each critical acceptance such as price per hour, travel time, number of men, and valuation to name a few, before moving to the next section. This occurs on a Driver's mobile tablet where all tariff-driven terms are clear and concise pre-move. This assures the customer's understanding of agreed terms prior to moving forward through the BOL terms and conditions. The same process is followed for all pre-move required documents included in our electronic BOL process: Estimate type, BOL, Contract Terms and Conditions, required selected valuation liability, and the customer's declaration of any additional value if selected. The local branch management contacts are included as well as AMS Customer Care phone numbers. Contacts are readily available prior to



the process to address any questions that might arise prior, during, or after the move process. The move will not occur (*Driver cannot receive a start time*) without all initials and signatures from the consumer, assuring a clear understanding of agreed terms prior to the move. This removes communication irregularities on either side that could have occurred during the sales or pre-move process. This process also assures that the Bill of Lading copies that each party receives are exact duplicates. This improved process allows full transparency, order, and clarity not plausible with handwritten carbon correspondence. Furthermore, this gives AMS and Customer a “real time” copy of what has been agreed to in a printable PDF mirroring the existing required paper documents. This also enables increased ease of reference and storage for all parties. Copies are sent via email immediately to the customer and AMS pre- and post-move, stamping times sent through electronic email which is automated. Both PDF’s include all required itemizations of all terms and charges that exist on the current paper process. A post-move email is also sent containing delivery receipt acknowledgement and itemization of all final services and charges agreed upon. Customers, Regulatory Authorities, and AMS will have full access to printable PDF’s matching form and manner of the existing Uniform Household Goods Bill of Lading. This will include all required ancillary documentation attached with all original required initials and signatures. Any party can store or print exactly what was signed the day of the move. AMS also retains this EXACT information on a secured site removing the lost paperwork scenario for either side or regulatory authority when a question or claim arises, saving resources and time for all parties.

In situations where a customer does not have an email, AMS will have the ability to use a paper Bill of Lading as standard operating procedure. We appreciate your time and look forward to implementing this new consumer-based procedure.

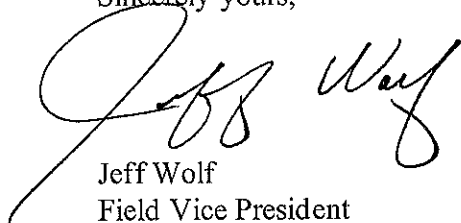
For your easy reference, the following is a recapitulation:

#### **Electronic BOL Benefits Summary:**

- Assurance of consumer’s understanding prior to move of all information and terms.
- Verification and acceptance step by step through initials or signatures not possible with paper forms.
- This electronic document replicates the existing approved paper requirements and “core functions” as a receipt, evidence of or containing the contract of carriage, terms, and as a document of title.
- Customer signs all Bills of Lading and all documents and addendums required before and after move.
- No credit card imprints; card swiped onsite for charges, customer must sign in person and acknowledge.
- Exact duplicates of moving documents signed though automated email “real time” to customer and AMS servers.
- All parties can print Bill of Lading and supporting documents in order “On Demand” for easy access for any party.
- Process assures Driver and Consumer compliance to protect all parties “pre-move”.
- Eliminates lost or non-duplicative documents and each BOL is a true record of move day for each party.
- Validates agreement of driver start and stop times and copies customer in “Real Time”.
- Customer can clearly review all terms and charges prior to move and prior to delivery receipt.
- Consumer has ability to request paper BOL.

Thank you for your consideration.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Jeff Wolf". The signature is fluid and cursive, with the first name "Jeff" being more prominent than the last name "Wolf".

Jeff Wolf  
Field Vice President  
All My Sons Moving & Storage of  
Charleston, LLC